

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT AND RATIFICATION OF OIL, GAS & MINERAL LEASE**

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

REFERENCE is made to the following Oil, Gas and Mineral Lease:

Oil, Gas and Mineral Lease, dated December 11, 2006, between Curtis Thomas Investments, Inc., whose address is 500 W. 7<sup>th</sup> Street Suite 1217, Fort Worth, Texas 76102, Lessor(s), and Burnett Oil Company, Lessee, recorded in Memorandum of Oil, Gas and Mineral Lease dated December 11, 2006 recorded in Document Instrument Number D207032891 of the Official Public Records of Tarrant County, Texas, covering 15.7059 acres of land, more or less, out of the Mary Johnson Survey, A-858 and the Seburn Gilmore Survey, A-590, Tarrant County, Texas;

herein together referred to as the "Lease", said land being more fully described in the Lease, reference to said Lease being made for all the terms provisions thereof.

WHEREAS, Curtis Thomas Investments, Inc. had purchased additional lands containing 0.237 acres of land, more or less, out of the Seburn Gilmore Survey, A-590, Tarrant County, Texas, from the Polser Bros. Marble Co., Inc. recorded in Warranty Deed, dated November 20, 2006, at Document Instrument Number D206370621 of the Official Public Records of Tarrant County, Texas.

WHEREAS, Lessor and Lessee amended the Lease in Amendment of Oil, Gas and Mineral Lease, dated August 5, 2009, recorded in Document Instrument Number D209240603 of the Official Public Records of Tarrant County, Texas, to correct the property description of the Lease to include the additional lands.

WHEREAS, the Lease, is currently owned by BURNETT OIL COMPANY, ("Lessee"), whose address is 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881;

WHEREAS, the Lease, contains the following provision entitled "Term of Lease":

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the "Lease", to include the following Paragraph 19 entitled "COST FREE ROYALTY" on Exhibit "A" attached hereto and made a part hereof that certain Oil, Gas and Mineral Lease:

**"19. COST FREE ROYALTY**

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled therewith."

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the Term of Lease provision and include Paragraph 19. Cost Free Royalty on Exhibit "A" of the Lease in the manner set below.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

"19. COST FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled therewith."

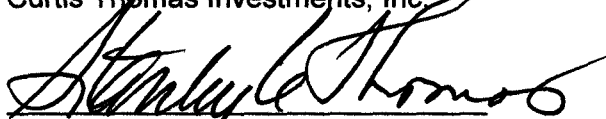
The undersigned Lessor(s) agree that the Lease is now deemed to be paid-up lease with a primary term of five (5) years from the original date, and the Lease is amended to include Paragraph 19. Cost Free Royalty clause to the lease and the Lease, as same may have been amended, remain in full force and effect and the undersigned do hereby adopt, ratify and confirm the said Lease and any amendments thereto as to all of the terms and provisions therein, and do hereby lease, grant, demise and let the interest of the Lessor(s) in all of the land covered by the said Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the said Lease as amended hereby.

This instrument may be executed in a number of counterparts, each of which shall have the force and effect of an original instrument, and all of which counterparts, when taken together, shall constitute but one instrument. The failure of any one or more of the interest owners to execute this instrument or counterpart hereof shall not in any manner or way affect the validity and binding effect of this instrument or any counterpart hereof as to any party or parties who execute this instrument or a counterpart hereof.

This Amendment is hereby accepted by Lessee upon Lessee's duly recording of the Amendment in the Official Records in Tarrant County, Texas.

EXECUTED this the 5th day of January, 2010, but shall be effective, however, as of December 11, 2006.

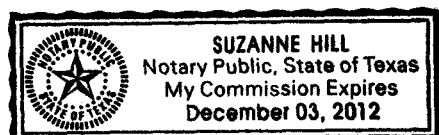
Curtis Thomas Investments, Inc.

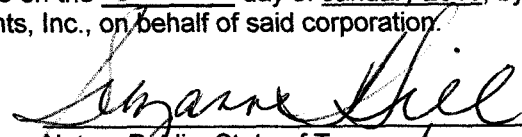


By: Stanley C. Thomas, Vice President  
500 W. 7<sup>th</sup> Street Suite 1217  
Fort Worth, Texas 76102

STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 5th day of January 2010, by Stanley C. Thomas, Vice President, Curtis Thomas Investments, Inc., on behalf of said corporation.



  
Notary Public, State of Texas  
My commission expires: 12/3/2012

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BURNETT OIL CO  
801 CHERRY ST UNIT # 9 STE 1500  
FT WORTH, TX 76102

Submitter: BURNETT OIL CO INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 3/3/2010 9:34 AM

Instrument #: D210046556

OPR

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PGS

\$20.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210046556

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN